

**UNITED STATES DEPARTMENT
OF
HOUSING AND URBAN DEVELOPMENT**

TITLE VIII

CONCILIATION AGREEMENT

Between

John Trasviña, Assistant Secretary

Complainant

And

Ecklin Group et al.

Respondent

**Approved by John Trasviña, Assistant Secretary for the Office of Fair Housing and Equal
Opportunity on behalf of the United States Department of Housing and Urban
Development**

FHEO TITLE VIII CASE NUMBER: 03-11-0402-8

 / _____ (Complainant's initials)  / _____ (Respondent's initials)

A. PARTIES AND SUBJECT PROPERTY

Complainant

John Trasviña, Assistant Secretary, FHEO
U.S. Department of Housing and Urban Development
451 7th Street, SW
Washington, DC 20410

Respondents

Ecklin Group
8 N. Queen Street, Suite 301
Lancaster, PA 17603

Robert L. Ecklin, Jr.
8 N. Queen Street, Suite 301
Lancaster, PA 17603

Ecklin and Ecklin Investments
c/o Robert L. Ecklin, Jr.
8 N. Queen Street, Suite 301
Lancaster, PA 17603

Ecklin Development, LLC
c/o Robert L. Ecklin, Jr.
8 N. Queen Street, Suite 301
Lancaster, PA 17603

Charlene Kulesa, Office Manager
Ecklin Group
8 N. Queen Street, Suite 301
Lancaster, PA 17603

B. STATEMENT OF FACTS

COMPLAINANT ALLEGATIONS

The Secretary of Fair Housing and Equal Opportunity alleges that, because of the tenants' national origin, the Respondents failed to renew the leases of three (3) Burmese families, established a policy of refusing to rent to Burmese refugees and made statements to various parties that the Respondents would no longer accept rental referrals for Burmese refugees referred by Lutheran Refugee Services ("LRS").



(Complainant's initials)



(Respondent's initials)

RESPONDENT DEFENSES

The Respondents acknowledged that three (3) Burmese families received written notification that their leases would not be renewed, and the tenants were notified to move out on a specific date. The Respondents stated that the notification letter did not cite the reasons for the non-renewal, and is a standard letter indicating that the Respondents are not renewing the lease. The reasons cited by the Respondents for not renewing the leases included noise, mattresses set up against the wall for people to sleep, complaints from other tenants who moved out, offensive odors and roaches and mice. The Respondents also stated that the family residing in 330 ½ N. Queen Street moved in another tenant who was not on the lease. The Respondents alleged that all three refugee families generated complaints from other tenants in each of the buildings. In addition, the Respondents stated there was a language barrier making it difficult to communicate with the Burmese tenants and LRS about the problems. The Respondent however denies all allegations of discrimination.).

If proven these actions would constitute a violation of the Fair Housing Act.

C. TERM OF AGREEMENT

1. This Conciliation Agreement (hereinafter "Agreement") shall govern the conduct of the parties for a period of two (2) years from the effective date of the Agreement.

D. EFFECTIVE DATE

2. The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor a Agreement pursuant to the Act, unless and until such time as it is approved by the U.S. Department of Housing and Urban Development, through the FHEO Regional Director or his or her designee.

3. This Agreement shall become effective on the date on which it is approved by the John Trasviña, Assistant Secretary, for the Office of Fair Housing and Equal Opportunity (FHEO), of the United States Department of Housing and Urban Development (HUD).

E. GENERAL PROVISIONS

1. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm that they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

JP 9-14-12 (Complainant's initials) GP (Respondent's initials)

2. Respondents acknowledge that they have an affirmative duty not to discriminate under the Fair Housing Act, and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted or participated in any manner in a proceeding under the Act. Without admitting to any act of discrimination or violation of the Act, Respondents further acknowledge that any retaliation or discrimination after the effective date of this Agreement constitutes both a material breach of this Agreement, and a statutory violation of the Act.
3. This Agreement, after it has been approved by John Trasviña, Assistant Secretary, FHEO or his or her designee, is binding upon Respondents, heirs, successors and assigns.
4. It is understood that, pursuant to Section 810(b) (4) of the Act, upon approval of this Agreement by John Trasviña, Assistant Secretary for FHEO, it is a public document.
5. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving Respondents made pursuant to the Fair Housing Act, or any other complaint within the Department's jurisdiction. This Agreement does resolve all issues that the Regional Director has raised or could have raised in the complaint regarding Respondent's treatment of Burmese tenants related to lease renewals.
6. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless: (a) all signatories or their successors to the Agreement agree in writing to the amendment, modification or waiver; (b) the amendment, modification or waiver is in writing; and (c) the amendment, modification or waiver is approved and signed by John Trasviña, Assistant Secretary, FHEO.
7. The parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, and that the original executed signature pages attached to the body of the Agreement constitute one document.
8. John Trasviña, Assistant Secretary, FHEO hereby forever waives, releases, and covenants not to sue the Respondents and their respective heirs, executors, assigns, officers, commissioners, agents, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature, whether presently known or unknown, arising out of or in any way related to the subject matter of HUD Case Number 03-11-0402-8, or which could have been filed in any action or suit arising from said subject matter.

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(Complainant's initials)

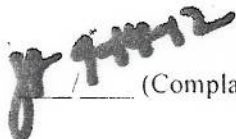


(Respondent's initials)

F. RELIEF IN THE PUBLIC INTEREST

To assure that the public interests are protected, the Respondent agrees to take such affirmative action as may be necessary to promote fair housing. Such affirmative actions include operating its rental practices in accordance with the Fair Housing Act, as amended (42 U.S.C. §§ 3600-3619). Respondent agrees that in accordance with the Act, it shall provide full and fair access to all residential rental properties regardless of an Applicant's race, color, religion, sex, disability, familial status or national origin.

1. Respondents agree, to support the fair housing activities and resettling of Burmese refugees in Lancaster through the assistance of the Lutheran Refugee Services ("LRS"). Respondents will provide monetary support in the amount of \$12,000 to Lutheran Children and Family Services to support fair housing initiatives for Burmese refugees. The Respondents agree to remit the initial payment of \$4,000 upon the execution of this agreement. The remaining balance of \$8,000 will be paid on an annual basis (\$4,000 per year for a total of 2 years). Each year's payment should be tendered to the agency on or before August 15th of the following year. The Respondent shall provide the FHEO Philadelphia Center with a photocopy of each subsequent check paid to Lutheran Services along with any correspondence.
2. The Respondents will adopt a clear policy within ninety (90) days to address non-renewal of tenant leases. After HUD's review and approval, the Respondents shall adopt this policy and provide it to employees and tenants.
3. The Respondents shall provide training to all employees, said employees currently being Robert L. Ecklin, Jr., and Charlene Kulesa, to ensure that their residential rental activities are conducted in a non-discriminatory manner. The training provider must be approved by HUD. The Respondent will provide a letter detailing its compliance efforts with this provision to HUD within ninety (90) days of the Effective Date of this Agreement, which will include information specifying the dates of the training, name of all attendees and that all existing employees have completed the training. For any new employees hired for residential rental activities, Respondents shall provide training of the type described above within ninety (90) days of the date of hiring the employee and provide HUD with written notice of Respondent's compliance with this training provision following the completion of the training.



(Complainant's initials)



(Respondent's initials)


4. Respondents will include the following written statement on all Respondents' rental applications, leases and written tenant rules:
 - a. "Ecklin is an equal opportunity housing provider. We do not discriminate on the basis of national origin, race, color, religion, sex, familial status, and disability."
 - b. The Respondents must also do the following: Conspicuously post the federal fair housing poster as described by former 24 C.F.R. §§ 110.15 and 110.25 in the rental office at all Ecklin Apartments;
 - c. Include the phrase "Equal Housing Opportunity" or the fair housing logo in all newspaper and other written rental advertising for the Respondents' rental units as described by former 24 C.F.R. § 109.

H. EVALUATING AND MONITORING COMPLIANCE

1. The Department shall monitor Respondents' compliance with the conciliation agreement for the duration of this agreement. The Respondents shall cooperate with the Department and provide all information requested by the Department for purposes of monitoring. Respondents are required to preserve all rental applications, leases, waiting lists, notices to terminate tenancy and status reports pertaining to Respondents' Apartments. Upon reasonable notice to the Respondents, HUD shall be permitted to inspect and copy all such records at any time for a period of two (2) years.
2. The Respondent shall provide all required documentation of compliance with the provisions of this Agreement to:

Melody Taylor-Blancher, Director of FHEO
100 Penn Square East
The Wanamaker Building, 10th Floor
Philadelphia, PA 19107

3. On the Effective Date of this Agreement, the Respondent shall provide the FHEO Philadelphia office with the check to Lutheran Services as referenced in paragraph F.1 of this Agreement.

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4. Within ninety (90) days of the Effective Date of this Agreement, the Respondent shall provide the FHEO Philadelphia office with the non renewal of leases policy as referenced in paragraph F.2 of this Agreement.
5. Within ninety (90) days of the Effective Date this Agreement, the Respondent shall provide certification of completion of the Fair Housing training and as referenced in paragraph F.3 of this Agreement.

I. ADMINISTRATION

1. The requirements of this Agreement shall be in effect for two (2) years, unless an extension is necessary to complete the actions mandated by the Agreement.
2. Any time limits for performance fixed by this Agreement may be extended by mutual written agreement of Respondent and the FHEO Region III Director or his or her designee.
3. The Department shall retain jurisdiction of this matter for the duration of this Agreement to enforce the terms of the Agreement. Whenever the Department has reasonable cause to believe that the Respondent has breached this Agreement, the matter may be referred to the Attorney General of the United States, to commence a civil action in the appropriate U. S. District Court, pursuant to §§ 810(c) and 814(b)(2) of the Act.

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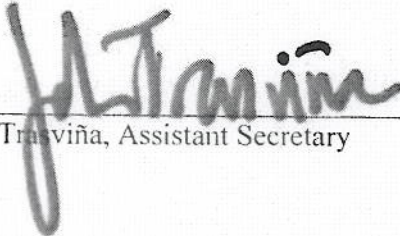
____ (Complainant's initials)

[Signature]

____ (Respondent's initials)

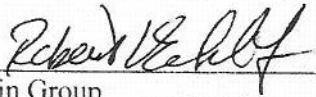
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K. SIGNATURES



John Traviña, Assistant Secretary

9-19-12
Date



Ecklin Group
By: Robert L. Ecklin, Jr.

8/27/12
Date

L. APPROVAL

____/____ (Complainant's initials)  (Respondent's initials)